

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF NEW MEXICO**

EKF PROPERTIES, LLC,  
a New Mexico limited liability company,

Plaintiff,

vs.

No. CIV 23-0970 JB/SCY

SCOTT SPENDLOVE,

Defendant.

**ORDER GRANTING PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AGAINST**  
**DEFENDANT SCOTT SPENDLOVE**

THIS MATTER comes before the Court on Plaintiff EKF Properties, LLC's Motion for Default Judgment ("Motion") [Doc. 9], filed February 21, 2024. No response to the Motion has been filed and the date for filing a response has passed. The Court, having reviewed the Motion and being otherwise sufficiently advised in the premises, FINDS:

1. This Court has jurisdiction over this matter and venue is proper.
2. Effective January 5, 2021, Plaintiff and Pinnacle Pain Center entered into a Lease, whereby Plaintiff leased certain premises to Pinnacle containing approximately Three-Thousand Seven-Hundred Sixteen (3,716) square feet commonly known as 3864 Masthead Unit E-2, Albuquerque, New Mexico 87109 ("the Premises").
3. Effective December 8, 2022, EKF and Pinnacle Pain Center executed the First Amendment to Lease, agreeing to extend the lease term for an additional thirty-six (36) month period and to modify various terms of the original Lease.
4. Effective December 8, 2022, Defendant executed a Guarantee of Lease (the "Guaranty") by which he personally and unconditionally guaranteed payment of any and all amounts owed by Pinnacle Pain Center under its lease obligations.

5. Pinnacle Pain Center surrendered the Premises to EKF in August 2023 prior to the conclusion of the lease term, leaving various equipment, personal property items, and biohazardous materials at the Premises.

6. Rent obligations remain due for the period from September 15, 2023 through to the conclusion of the lease term, pursuant to the terms of the Lease, Section XX.

7. As of the date of Plaintiff filing the Complaint on November 3, 2023 and Plaintiff's Motion filed February 21, 2024, the total remaining balance of the rent for the remainder of the lease term is approximately \$177,884.92, for the loss of rent from September of 2023 through January of 2026.

8. The terms of the lease obligation also call for imposition of late charges equal to ten percent (10%) of unpaid rent obligations.

9. Plaintiff has incurred at least \$18,684.67 in expenses relating to removal of equipment and other personal property from the Premises, restoring the Premises to its pre-leased condition, and other expenses affiliated with taking possession of the Premises.

10. Any previously applied security deposits under the Lease relationship would reduce the amounts recoverable under the lease obligations and associated Guaranty. The amount of \$6,038.50 was held as a security deposit and applied to pay rent due for the period of August 15, 2023 through September 14, 2023. This amount of \$6,038.50 has already been deducted from the total amount due.

11. Independent of Pinnacle Pain Center's obligations under the Lease, pursuant to the Guaranty, Defendant is contractually responsible for all amounts owed pursuant to the lease obligations.

12. Pinnacle Pain Center has not complied with its lease obligations including failure to pay various amounts described above.

13. Pursuant to the Guaranty, Defendant is required to satisfy any unpaid amounts owed by Pinnacle Pain Center pursuant to its lease obligations.

14. The obligations under the lease relationship and the Guaranty remain unsatisfied in spite of the contractual responsibilities of Defendant and Pinnacle Pain Center.

15. Excluding attorney's fees and costs, the total amount owed to Plaintiff under the loan documents and Guaranty and recoverable under the Lease, Lease Amendment, and Guaranty is:

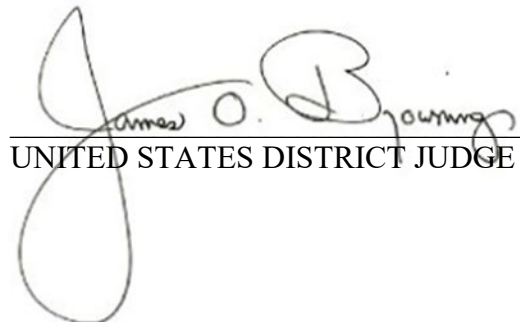
- a. Unpaid Rent for Remainder of Lease Term: \$177,884.92;
  - b. Expenses Relating to Removal of Equipment/Personal Property, etc.:  
\$18,684.67
  - c. Late charges of ten percent (10%) related to unpaid rent amounts: \$17,788.49
- This amount totals \$214,348.08.

16. Attorney's fees are specifically recoverable under the respective Guaranty and Lease documents. *See* Doc. 1-2, Lease, Section XX Termination and Remedies; *see* Doc. 1-3, Section XXXIV, Attorneys' Fees; *see* Doc. 1-4, ¶ 1.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that:

1. Default Judgment is hereby entered in favor of Plaintiff EKF Properties, LLC and against Defendant Scott Spendlove, in the amount of \$214,348.08, plus interest at the set forth in 28 U.S.C. § 1961 from the date of entry of this Order until paid.

2. Plaintiff may submit a separate Motion requesting reasonable attorneys' fees, upon entry of this Order

  
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

Submitted by:

By: /s/ Cassandra R. Malone

Cassandra R. Malone

Ryan M. Walters

201 Third Street NW, Suite 1200

Albuquerque, New Mexico 87102

Telephone: (505) 346-4646

crm@jhkmlaw.com

rmw@jhkmlaw.com

*Attorneys for Plaintiff EKF Properties, LLC*